



Revision number:

Purchasing Agent: Eula Neel

Item: AUTO BODY REPAIRS (VERNAL)

Vendor: 02987F B Sams Body Shop
1732 West 1000 South
Vernal UT 84078-4506

Internet Homepage:

Telephone: (435) 789-6718

Fax number: (435) 789-3730

Contact: Sam/Sharlene Howard

Email address: sams@easilink.com

Brand/trade name: N/A

Price: \$37.00/Hour

Terms: Net

Effective dates: 04/14/2003 through 04/13/2006 w/2-1 year renewal options (2008)

Days required for delivery: As Needed

Price guarantee period: Contract Term

Minimum order:

Min shipment without charges:

Other conditions:

THIS IS A NEW CONTRACT. (Awarded to same vendor)

LK3916

Remittance Address: 02987F Sams Body Shop
P O Box 1337
Vernal UT 84078-1337

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



HOURLY RATE - \$37.00

PART MARK UP% - 10% OFF

NOTIFICATION:

NOTIFY A CONTRACTOR THAT HE HAS A VEHICLE NEEDING REPAIRS AND THE CONTRACTOR WILL PICK-UP THE VEHICLE WITHIN 24 HOURS. AFTER 24 HOURS THE NEXT CONTRACTOR WILL BE ASSIGNED.

ESTIMATE:

*WHERE POSSIBLE, THE UTAH STATE DIVISION OF RISK MANAGEMENT ADJUSTERS WILL PROVIDE THE INITIAL ESTIMATE FOR THE CONTRACTOR TO BEGIN VEHICLE REPAIRS. IN THE EVENT THE CONTRACTOR FEELS THAT THE ESTIMATE IS IN ERROR OR CONTAINS HIDDEN AND UNSEEN DAMAGE THAT WAS NOT COVERED IN THE INITIAL ESTIMATE THE CONTRACTOR SHALL WRITE A SUPPLEMENTAL ESTIMATE TO REPAIR THE VEHICLE DAMAGE NOT COVERED. THIS ESTIMATE SHALL BE IN ACCORDANCE WITH HIS BID PRICE FOR PARTS AND LABOR (DUE WITHIN 8 HOURS AFTER VEHICLE PICK-UP). THE ESTIMATE SHALL INDICATE LABOR AND/OR PARTS COST BY COMPONENT. IF THE ESTIMATE IS OVER \$500.00, THE CONTRACTOR MUST CONTACT RISK MANAGEMENT APPRAISER, OR THE FLEET SERVICES REPRESENTATIVE TO INSPECT THE VEHICLE DAMAGE. CONTRACTOR SHALL CALL THE FLEET SERVICES REPRESENTATIVE AND NOTIFY HIM/HER OF THE AMOUNT OF THE ESTIMATE AND MAIL OR FAX HIM/HER A COPY.

ESTIMATE APPROVAL:

*THE FLEET SERVICES REPRESENTATIVE MAY APPROVE THE ESTIMATE IF DAMAGES ARE UNDER \$500.00. IF OVER \$500.00, THE STATE APPRAISER MUST INSPECT THE VEHICLE AND NEGOTIATE A FINAL PRICE. THE APPRAISER SHALL INFORM THE FLEET SERVICES REPRESENTATIVE OF THE FINAL ESTIMATE AND THE FLEET SERVICES REPRESENTATIVE SHALL APPROVE OR DISAPPROVE. ON VEHICLES THAT "TOTAL OUT", A WRITTEN STATEMENT OF TOTAL LOSS SHALL BE FURNISHED TO FLEET SERVICES TO INCLUDE ALL PERTINENT ACCIDENT AND FINANCIAL INFORMATION AND DISPOSITION OF VEHICLE.

HIDDEN DAMAGE:

*DURING THE COURSE OF REPAIR, IF ADDITIONAL DAMAGE IS FOUND WHICH WAS NOT INCLUDED IN ORIGINAL ESTIMATE, THE APPRAISER MUST INSPECT AND APPROVE THE ADDITIONAL REPAIRS. A REVISED ESTIMATE SHALL THEN BE MADE BY THE CONTRACTOR AND SENT TO THE RISK MANAGEMENT DEPARTMENT, RISK MANAGEMENT IS RESPONSIBLE FOR THE APPROVAL AND PAYMENT OF ALL HIDDEN DAMAGE FOUND AFTER THE WORK IS ASSIGNED. ALL SUPPLEMENTAL REPAIR AUTHORIZATION AND DISBURSEMENTS WILL BE AUTHORIZED AND HANDLED BY RISK MANAGEMENT.

DELIVERY AND APPROVAL:



*THE VEHICLE SHALL BE DELIVERED TO THE FLEET SERVICES REPRESENTATIVE BY THE OWNER/MANAGER OR SOMEONE WHO HAS THE KNOWLEDGE/EXPERIENCE IN ORDER TO REVIEW AND DISCUSS THE QUALITY AND COMPLETENESS OF REPAIRS WITH THE FLEET SERVICES REPRESENTATION. WHEN THE WORK IS ACCEPTED, THE INVOICE SHALL BE SIGNED BY AUTHORIZED FLEET SERVICES PERSONNEL, DATED AND SENT TO RISK MANAGEMENT FOR PAYMENT.

EMERGENCY WORK

CONTRACTOR AGREES TO ACCEPT SUCH WORK AS MAY BE DETERMINED BY THE STATE AS AN EMERGENCY AND SO DECLARED. THE CONTRACTOR FURTHER AGREES TO GIVE SUCH EMERGENCY WORK PRIORITY OVER ALL OTHER WORK IN THE CONTRACTOR'S SHOP. EMERGENCIES WILL BE JUSTIFIED ONLY ON VEHICLES USED REGULARLY IN PUBLIC SAFETY EMERGENCY WORK OR IN PROVIDING, FOR THE SAFETY, HEALTH OR WELFARE OF THE GENERAL PUBLIC.

CONTRACTOR'S APPRAISALS

IN THE EVENT RISK MANAGEMENT IS UNABLE TO PROVIDE AN ESTIMATE FOR THE REPAIR, THE FLEET SERVICES REPRESENTATIVE WILL REQUEST ESTIMATES FROM SEVERAL OF THE CONTRACTORS ON THE LIST. THE CONTRACTOR, IN SUBMITTING HIS BID, AGREES TO CHARGE FOR HIS SERVICES AT THE ACTUAL HOURLY RATES SHOWN BY HIM IN THIS INVITATION AND SHALL NOT BE GOVERNED BY A PREDETERMINED MANUAL RATE THAT MAY BE CUSTOMARILY OR OTHERWISE USED IN CALCULATING CHARGES FOR WORK PERFORMED. THE FLEET SERVICES AND RISK MANAGEMENT REPRESENTATIVES WILL COMPARE EACH OF THE CONTRACTOR'S APPRAISALS. THE APPRAISAL WITH THE LOWER DOLLAR FIGURE WILL BE THE ONE USED FOR REPAIR.

THE CONTRACTOR SHALL STATE IN THE REPAIR ESTIMATE, THE TOTAL TURN AROUND TIME FOR THE REPAIRS IN THE ESTIMATE.

THE CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY OF NOT LESS THAN ONE YEAR, NO EXCEPTIONS. THE CONTRACTOR SHALL GUARANTEE THE RELIABILITY AND THE ACCURACY OF THE SUBLET REPAIRS JUST AS IF THE WORK WAS DONE IN HOUSE. THE CONTRACTOR SHALL SUPPLY SUBLET DOCUMENTATION WHEN REPAIRS ARE SUBLET.

QUALITY OF PARTS SHALL BE O.E.M., NO EXCEPTIONS. NEW PARTS SHALL BE USED UNLESS AUTHORIZED IN WRITING. THE CONTRACTOR SHALL AGREE TO REPLACE VEHICLE'S STRUCTURAL COMPONENTS WITH ORIGINAL FACTORY COMPONENTS ONLY AND TO SUPPLY PROOF OF PURCHASE OF SAID PARTS. THE CONTRACTOR MUST RETAIN REPLACED PARTS FOR INSPECTION. FAILURE TO NOTIFY OF SUBSTITUTION OF A USED PART, WHERE THE APPRAISAL CALLS FOR A NEW PART MAY BE CAUSE FOR TERMINATION OF THE CONTRACT.

THE CONTRACTOR SHALL GUARANTEE THAT ALL STRUCTURAL PROCEDURES PERFORMED WILL RETURN THE VEHICLE TO MANUFACTURER'S SPECIFICATIONS AND MUST BE WILLING TO DEMONSTRATE THE ABILITY TO DO SO. THE CONTRACTOR SHALL AGREE TO PERFORM ANY REPAIRS ACCORDING TO THE



VEHICLE'S FACTORY RECOMMENDED REPAIR TECHNIQUES. IF NO REPAIR TECHNIQUES ARE RECOMMENDED, THEN I-CAR (INTER-INDUSTRY CONFERENCE ON AUTOMOTIVE COLLISION REPAIR) REPAIR PROCEDURES ARE TO BE USED.

THE CONTRACTOR SHALL AGREE TO APPLY PAINTING MATERIALS ACCORDING TO THE MANUFACTURER'S RECOMMENDED PROCEDURES AND TO APPLY MATERIAL THAT WILL PROVIDE, AT MINIMUM, EQUAL LONGEVITY COMPARED TO THE ORIGINAL PAINT AND PROCEDURES.

THE VEHICLE MUST BE STORED IN A SECURED STORAGE AREA OR BUILDING AND THE VEHICLE MUST BE LOCKED AT ALL TIMES WHEN NOT BEING SERVICED.

INSURANCE REQUIREMENTS:

THE SUCCESSFUL BIDDER WILL AGREE TO CARRY ALL INSURANCE WHICH MAY BE REQUIRED BY FEDERAL AND STATE LAWS, STATE AND CITY ORDINANCES, CHARTERS, REGULATIONS, AND CODES. CONCURRENT WITH THE EXECUTION OF THE CONTRACT FOR SERVICES THE SUCCESSFUL BIDDER WILL FURNISH THE STATE THE FOLLOWING CERTIFICATES OF INSURANCE. CERTIFICATES SHALL BE ISSUED BY AN INSURANCE COMPANY AUTHORIZED BY THE INSURANCE DEPARTMENT TO TRANSACT BUSINESS IN THE STATE OF UTAH. ALL CERTIFICATES SHALL BE SUBJECT TO THE APPROVAL OF RISK MANAGEMENT. ALL CERTIFICATES OF INSURANCE SHALL BE IDENTIFIED WITH BID SERIAL NUMBER AND TITLE.

THE BIDDER/CONTRACTOR SHALL NAME... AS ADDITIONAL INSURED ON ALL INSURANCE POLICIES AND FURTHER, NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO EFFECT COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE.

LIABILITY INSURANCE: A CERTIFICATE OF INSURANCE EVIDENCING INSURANCE COVERAGE FOR GENERAL LIABILITY INCLUDING CONTRACTUAL LIABILITY, WRITTEN ON A COMPREHENSIVE FORM WITH COVERAGE FOR PERSONAL INJURY AND A LIMIT OF LIABILITY OF AT LEAST \$1,000,000 FOR BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: A CERTIFICATE OF INSURANCE EVIDENCING STATUTORY COVERAGE FOR WORKER'S COMPENSATION COVERAGE, INJURY AND A LIMIT OF LIABILITY OF \$1,000,000 FOR EMPLOYER'S LIABILITY, OR A LETTER OF CERTIFICATION FROM THE INDUSTRIAL COMMISSION THAT THE VENDOR IS AN AUTHORIZED SELF INSURER.

ERROR AND OMISSION POLICY: THE CONTRACTOR SELECTED MUST PROVIDE PROOF OF THEIR POSSESSION OF AN "ERROR AND OMISSION INSURANCE POLICY", IN EFFECT FOR THE AMOUNT OF \$500,000 WHICH SHALL BE MAINTAINED DURING THE TERM OF THE CONTRACT.

GARAGE LIABILITY INCLUDING GARAGE KEEPERS LEGAL LIABILITY: A CERTIFICATE EVIDENCING COVERAGE WITH A MINIMUM LIMIT OF \$100,000 AND TO



INCLUDE LOSS OF USE OF STATE OPERATED VEHICLE(S).

*THE REFERENCE TO RISK MANAGEMENT OR STATE INSPECTORS IN THESE PARAGRAPHS ONLY APPLY FOR STATE AGENCIES. ALL CITIES, COUNTIES, TOWNS AND SCHOOL DISTRICTS MAY HANDLE THEIR PROCEDURES DIFFERENTLY. NOTIFY VENDOR ON FIRST CALL.

REPORTS: THE CONTRACTOR WILL SUBMIT YEARLY REPORTS TO THE STATE PURCHASING AGENT (EULA NEEL) SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH AGENCY AND POLITICAL SUBDIVISION.

FINET COMMODITY CODE(S):

92819000000 - BODY WORK (INCLUDING UNDERCOATING)

92857000000 - PAINTING, VEHICLE